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Sir Basil Firebrace, } Appellant. Arthur Moore, } Respondent.
Kⁿ^t. and Bar^t. Esq;

Observations upon the Respondent Mr. Moore's

C A S E.

TH E Subject matter of Debate before the Lords, is, whether the Decree be a good Decree, or no, which depends upon the Nature of the Bargain, and the Way and Means whereby it is obtained, and all Mr. Moore's Observations, relating to Sir Basil Firebrace's Solicitor's Conduct, with the Witnesses, is Forreigne to the Case, and no ways in Issue before the Lords, neither ought the Indiscretion of Sir Basils Solicitor, nor his being Advised to insist upon a mistaken Defence at first (if it were so) be any Argument whereby to frame a Judgment of the Merits of the Case.

Mr. Moore in his Case avers, that 1 l. 10 s. 0 d. per Cent. was allowed by him, above the Market Price of the Stock, in consideration of the Forbearance of the Purchase Money for a Year. But the quite contrary is proved by Mr. Craggs, who was the only Person privy to the Contract, viz. That the Stock was agreed to be Transferred at the then Market Price, (which was 42 per Cent,) and that there was no Allowance of 1 l. 10 s. 0 d. per Cent. or other Allowance whatsoever for the Forbearance of the Money, for a Year, whereby the Bargain is intirely without Consideration.

Mr. Moore in his Case Averss, that such Contracts are the usual Methods Practised in buying of Stock for time, or forbearance of Payment; But doe's not give any Instance, where an Additional Allowance was not made above the ready Money Price, Currant, in Lieu of such Forbearance; and Advantage of takeing such Stock, when the Contractor should think fit, within the time Limited, to take or Demand the same, Proportionably to the time Agreed on for Payment,

MR. Moor in his Case doth not give (neither indeed can he give) any Answer at all, to the ART, whereby he obtained this Bargain. That he was a Referree, and so in the nature of a Judge, and then to send to one of the Persons, concerned in the Reference for this Advantageous Bargain, The Condition upon which the Contract was delivered, And the Recital, That is in it, that 6000 l. Stock was bought, when in Truth, there was no such thing: Upon consideration of all which Circumstances, it will appear, viz.

THat the Contract was not an absolute Bargain, but a Corrupt Contract, on the Respondent's Part, obtain'd by undue Practises, without any Just Consideration, Wherefore Sir Basil, being a Witness to the Assignment made by Mr. Craggs to Mr. Moore, cannot make it a good One.

Therefore, it is Humbly Hoped that
the Decree will be reversed.